

Section 1: Secure Cloud Connect Terms and Conditions Supplement

1.1 Definitions.

- 1.1.1 Secure Cloud Connect – a service that connects Customer’s private infrastructure to public or private cloud resources.

1.2 Ordering / Delivering Services.

- 1.2.1 Customer shall submit an order to altafiber to initiate services (“order”).
- 1.2.2 altafiber will use its reasonable efforts to begin providing the Service on the delivery date set out in the Order.
- 1.2.3 altafiber will use its reasonable efforts to provide Services in accordance with the Service Levels described herein. If altafiber fails to meet a service level, Customer’s remedy (if any) is defined herein, and this will be Customer’s only remedy in relation to the failure.
- 1.2.4 altafiber may replace or vary Service at any time provided that the variation does not result in any material deterioration in the quality of the Service.
- 1.2.5 Regarding altafiber’s transmission of Customer’s data:
 - 1.2.5.1 *Only as lawfully required: altafiber only processes Customer’s data to the extent necessary to provide the Service in accordance with relevant telecommunications laws.*
 - 1.2.5.2 *Processing of Customer’s Data: Customer’s data is processed automatically when altafiber’s systems are triggered by Customer’s instructions to transmit the data.*

1.3 Customer Obligations / Responsibilities.

- 1.3.1 Customer must use the Service in accordance with the Agreement and all applicable laws and regulations.
- 1.3.2 Customer will supply and configure compatible equipment to connect to the Service
- 1.3.3 Customer will be responsible for information and data transmitted or accessed using the Service.
- 1.3.4 Customer will be responsible for maintaining the security of Customer’s portal.

1.4 Termination Charges.

- 1.4.1 In the event that Secure Cloud Connect Service is terminated by Customer for convenience or for reasons other than altafiber’s breach of this Agreement prior to the expiration of the then-current Term, Customer will pay an early termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly recurring charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.
- 1.4.2 Upon termination of this Agreement for any reason, each party will (on written request from the other party) immediately return or destroy the other party’s Confidential Information.
- 1.4.3 Additional Virtual Cross Connects (VXC) can be removed without incurring early termination fees by providing thirty (30) days advance written notice of termination.